



# **AGREEMENT**

**BETWEEN**

**MANALAPAN-ENGLISHTOWN REGIONAL  
BOARD OF EDUCATION**

**AND**

**TRANSPORT WORKERS UNION OF AMERICA  
LOCAL 225 BRANCH 4  
AFL-CIO**

**JULY 1, 2016 - JUNE 30, 2019**

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## **PREAMBLE**

This Agreement is entered into this first day of **July 2016** by and between the Board of Education of Manalapan-Englishtown Regional School District, Township of Manalapan, Borough of Englishtown, New Jersey, hereinafter called the "Board", and the Transport Workers Union of America, AFL-CIO, Local 225 Branch 4, 1451 Highway 88 West, Brick, New Jersey, hereinafter called the "Union", for and on behalf of itself, its members now employed or hereinafter to be employed by the Board. References to male members shall apply equally to female members. Whereas, the Board recognizes the Union aforesaid as the only Union representing its employees as designated below, and agrees to deal collectively only with this Union. Now, therefore, a consideration of the mutual covenants, promises and agreements herein contained, the parties do hereby agree as follows:

## **ARTICLE I** **RECOGNITION**

The Board hereby recognizes the Union as the only negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all regular bus drivers, rotating drivers, suburban drivers, mechanics, and all substitute drivers who work at least (20) days during a school year pursuant to recognition granted by the Board on January 3, 1989.

## **ARTICLE II** **UNION SECURITY**

A. The Board agrees it will give effect to the following form of Union Security:  
All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing, provided said members agree that they wish to join the Union, and maintain such membership.

B. The Chairperson will be notified no later than the end of the third working day of the name and address of any newly hired employee.

## **ARTICLE III** **PAYROLL DEDUCTIONS**

A. Upon written notice from the Union, the Board will deduct monthly all Union membership dues and initiation fees as employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws 1969, (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. At the time of such notice the Union shall furnish the Board with a written authorization card signed by the employee. Said Monies together with current records of any corrections shall be

transmitted to the Union by the 15th of each month following the monthly pay period in which deductions were made.

B. The Board will notify the Union promptly of any revocation of such authorization received by the Board.

C. Employees may elect in writing to have deductions taken from their pay for participation in the Mon-Oc Credit Union without any financial participation on the part of the Board.

D. Employees may elect in writing to have deductions taken from their pay for a voluntary contribution to the TWU Committee On Political Education.

**E. Representation Fee:**

1. If an employee does not become a member of the Union during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year or applicable portion thereof. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. a. Prior to the deduction of the representation fee in any membership year, the Union Local Representative will certify to the Board in writing that the Union has met the requirements of N.J.A.C. 19:17-3.1, et seq. Such certification shall provide that:

(1) The Union has provided each non-member with a statement of expenditures for the Union's most recently completed fiscal year.

(2) The Union has established a demand and return system in compliance with law.

(3) The Union has provided to each non-member a copy of the demand and return system, along with instructions for use.

(4) The Union has established and notified each non-member of a financial account to escrow portions of representation fees which are reasonably in dispute.

(5) The Union has notified each non-member of the amount of the representation fee and the schedule for its collection.

b. The Union shall also provide to the Board, prior to the deduction of representation fees, a copy of the demand and return system. The Board will provide the Union with names and addresses of all non-members in the bargaining unit.

c. Except as otherwise provided in this Article, the mechanics for the deductions of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

## **ARTICLE IV**

### **POSTING**

- A. 1. Within three (3) days all vacated positions which the Board intends to fill and newly created positions shall be posted for five (5) days, (excluding Saturday, Sunday or Holidays), prior to the closing date for submitting applications. When a vacant or newly created position is posted all drivers may bid on the position if he/she so chooses. The position will be awarded to the senior qualified driver who bids. The position left vacant by the successful bidder shall then be awarded to the next senior qualified driver who bid on the position that was initially posted. The process shall continue until the open position has no qualified bidders. This vacancy shall then be filled from outside the district. Only those drivers who will increase or decrease their hours or drivers who will remove a mid-day run may bid, lateral transfers shall not be permitted.
2. Transportation vacancies shall be posted on the District Website and in the Transportation Office on the bulletin board. Drivers whose absence will extend beyond the school year will not be eligible to bid on vacant jobs.
- B. TWU Local 225, Branch 4, will be notified of all job openings.

## **ARTICLE V**

### **SENIORITY AND PROBATION**

- A. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board, from the last date of hire.
- B. 1. Seniority shall begin for all employees on the date of the Board's action appointing the employee. There shall be two seniority rosters, one for contracted drivers and one for substitutes. Substitute seniority shall be applicable solely to assignments from within the substitute pool.

When a driver's status changes from substitute to regular driver, the date of the Board's action effectuating the change to a regular driver shall become the driver's seniority date.

Should seniority need to be utilized with respect to an employee and when two or more regular drivers have the same seniority date, the amount of time spent as a substitute driver shall be the tiebreaker. Should that not resolve the issue, thereafter the date of license is the tiebreaker.

2. Probationary periods for all employees are as follows:
- a. Substitutes – (ninety (90) driving days.)

b. Regular drivers – five (5) working months from the date of appointment by the Board.

c. Mechanic and Mechanic Assistant shall have a probationary period of ninety (90) calendar days.

3. Probationary employees may be disciplined or terminated at any time during their probationary period, at the sole discretion of the Board, without recourse to the provisions of the grievance procedure of this Agreement.

4. Probationary employees and part-time employees who work less than four (4) hours per day shall be paid the rate of pay for the classification for which hired, but shall not be entitled to any insurance benefits as provided in Article XXIV, (Insurance). Probationary regular drivers will become eligible for insurance benefits after sixty (60) calendar days of employment, or as determined by the insurance carrier.

5. Substitutes shall be offered regular appointment contracts in seniority order in accordance with date of hire. Should an employee have poor performance evaluations, he/she may not be the first choice to fill the position. The T.W.U. President or his/her designee may see the evaluation[s] of only the affected employee upon request to the Superintendent.

C. For contracted regular drivers, excluding substitutes, seniority will be credited on the basis of:

1. Actual time worked.

2. Time spent on paid leave of absence.

3. Time spent on unpaid leaves of absence of up to one (1) year inclusive of the State and or Federal Family Leave Acts, but excluding time spent on child rearing leave that is not covered by either Family Leave Act.

4. Time spent on worker's compensation.

Any time an employee in the bargaining unit is absent without pay for thirty (30) or more days, except as stated above, the employee's seniority will stop accruing as of the first day of such absence.

D. An employee's seniority shall cease and his employee status shall terminate for any of the following reasons:

1. Resignation or retirement.

2. Discharge for cause.

3. Continuous lay-off for a period exceeding twelve (12) months.

4. Failure of laid-off employees to report for work on the date specified in written notice of recall mailed seven (7) or more calendar days prior to such date.

Written notice of recall to work shall be sent by the Board by certified mail, return receipt requested, to the employee's last known address, as shown on the Board's personnel records.

5. Failure to report to work for a period of three (3) consecutive scheduled working days without notification to the Board of a justifiable excuse for such absence.

E. Should the Board determine that a reduction in force is required for the efficient operation of the School District, employees shall be laid off from their jobs in the following manner:

1. The employee with the least seniority shall be the first employee laid off in the job affected.
2. In the rehiring the same principle shall apply, namely, the last person separated shall be the first to be rehired.
3. The above shall also apply to reductions in individual's weekly work schedules.
4. Whenever the Board shall require new workers, it shall first offer employment to those of its workers who may have been laid off in accordance with the seniority provisions of this Agreement.

- F.
1. There shall be a single seniority roster including regular bus and mini-bus drivers (those who drive the same route every day); rotating drivers (those who drive various bus and/or van routes); van drivers.
  2. Placement on the seniority roster will be based on most recent date of hire with a contract.
  3. Drivers will be able to change classification (regular bus/mini-bus, van, rotating) whenever a vacancy occurs.

## **ARTICLE VI**

### **EMPLOYEE RIGHTS**

A. Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted legal activities for mutual aid and protection. The Board shall not discriminate against any employee by reason of his/her membership in the Union and its affiliates or his/her participation in any lawful activities of the Union and its affiliates.

B. The parties agree to follow a policy of not discriminating against any employee on the basis of race, age, sex, creed, color, national origin, religion, marital status, membership participation in or association with the activities of any employee organization, political affiliation, non-applicable handicap, affectional or sexual orientation, or liability for service in the Armed Forces of the United States.

C. No employee shall be disciplined without just cause.

D. Pursuant to N.J.S.A. 18A:16-6 whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment, the Board shall defray all cost of defending such action, including reasonable counsel fees and expenses, together with cost of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom and said Board may arrange for and maintain appropriate insurance to cover all such damages, loss and expenses. (Note: motor vehicle violations are not covered by this clause.)

E.1. Employees are to be notified in writing of the results of their evaluations. Employees shall receive a copy when reprimands, complaints, or other derogatory material pertaining to work performance in writing is going in their personnel file. The employee shall sign a copy to acknowledge receipt only. With the employee's consent, a copy will be forwarded to the Chairperson.

2. With prior appointment, employees shall have the right to review the contents of their personnel file. Employees are entitled to a copy of any material contained in their personnel file.

3. All reprimands, complaints and other derogatory material pertaining to work performance, not included in an employee's evaluation, shall be expunged from the employees' record after a period of three (3) years.

## ARTICLE VII MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Manalapan-Englishtown Regional School District and its properties and facilities and the activities of its employees.



2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

4. To establish, modify, change or abandon operating methods to assure efficient and economical operations subject to applicable laws.

5. To determine work schedules, hours, the duties, responsibilities and assignments of employees.

B. The exercises of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, provided the Union is notified prior to implementation of changes in terms and conditions of employment, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board with respect to its power, rights, authority, duties, and responsibilities under N.J.S.A. 18A and N.J.A.C. 6 or any other national, state, county or local laws or ordinances.

#### **ARTICLE VIII** **DISCHARGE**

A. The Board retains the right to discharge for just cause. In the event that the Superintendent or his/her designee intends to recommend discharge of any employee the Superintendent shall notify the Union in writing at the time that he/she suspends the employee without pay pending final action by the Board.

B. In the event of a disagreement between the Union and the Board as to the discharge, the Union shall have the right to initiate a grievance at the Superintendent's level of the grievance procedure contained in the Contract, in which case the Step 3 grievance hearing shall be held as soon as possible.

#### **ARTICLE IX** **AGREEMENT AND NEGOTIATION**

A. The parties agree to enter into negotiations over a successor Agreement in accordance with

the procedures and guidelines of the Public Employment Relations Commission.

B. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by both sides.

C. It is specifically understood that this Agreement may not be modified in whole or in part without the joint written consent of both Union and the Board.

## **ARTICLE X**

### **UNION RIGHTS AND PRIVILEGES**

A. The Union's representative may visit the Board's premises for the purpose of investigating working conditions or conferring with the Board or Administration or the employees provided such visitation or conferring does not interfere with the work performance of the employees.

B. The Board shall provide space for a Union bulletin board in a reasonably accessible place for Union notices. The Board will post the dates of public and work meetings of the Board on this bulletin board. The Board of Education meeting agenda is posted on the District Web-site. The Chairperson may request a copy of the agenda on the day of the meeting if he/she is unable to access the District Web-site.

C. The Union and its representatives may be permitted to use school buildings at reasonable hours for meetings. The transportation coordinator shall be notified in advance of the time and place of all such meetings and the Union shall seek approval for the use of the building from the business office.

D. The rights and privileges of the Union and its representatives as set forth in this Agreement shall be granted only to the Union as the representative of the majority of the drivers and to no other organization.

## **ARTICLE XI**

### **MILITARY SERVICE**

A. Any employee who was drafted for military service or training in the Armed Forces of the United States or its subdivisions shall, upon completion of such initial period of inducted service or training, be restored to the exact status, including any wage increase, that he would have had if his employment had not been interrupted.

## **ARTICLE XII**

### **EXTENDED LEAVES OF ABSENCE**

A. 1. An employee shall notify the Business Administrator or his/her designee of her

pregnancy in writing as soon as it is medically confirmed. Such employee shall be placed on childbearing leave in accordance with State regulations following presentation of medical certification concerning her inability to work. In the event of stillbirth or death of the child, the employee, if she elects, shall return to her position when physically able to perform her duties with two (2) weeks prior notice to the Board.

2. An employee must provide medical certification of her ability to perform her duties prior to returning to work.

3. Any employee adopting an infant child shall receive similar leave which shall commence upon his/her receiving actual custody of said infant or earlier, if necessary, to fulfill the requirements of the adoption.

4. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district. Subject to the laws in the State of New Jersey, the driver must present a physician's certificate to the effect that she may drive a school bus.

In the event that the Board challenges the driver's medical certification, a second medical opinion will be obtained at Board expense by a mutually agreeable doctor.

5. Employees may apply for, and shall be granted, an unpaid leave of absence for child rearing purposes immediately following the conclusion of the period of disability. The child-rearing leave shall terminate at the beginning of a school year. Child-rearing leaves shall not exceed twenty-four (24) months.

B. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored upon return from leave and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, and if not, to a substantially equivalent position if available.

C. All extensions or renewals of leave shall be applied for in writing and judged by the same standards as specified in this Article.

D. All requests for extensions or renewals of leave shall be applied for and granted in writing. Fifteen (15) days written notice must be sent to the transportation coordinator before the expiration date of the leave, requesting an extension or renewal of said leave. Written notice fifteen (15) days before the driver wishes to return must be sent to the transportation coordinator along with physician's certificate of fitness.

E. FLA or FMLA Leaves:

Employees requesting leave pursuant to either the New Jersey Family Leave Act (FLA) or the Federal Family Medical Leave Act (FMLA) will be required to fulfill all the requirements of the Act selected, including, when appropriate, the inclusion of leave as noted:

1. for personal illness, an employee must use accumulated sick leave as part of FMLA leave.

2. for illness of a family member, an employee must utilize personal leave (2 days) as part of FLA leave.

### **ARTICLE XIII** **GRIEVANCE PROCEDURE**

A. Definition: Adjustment of all complaints, disputes, controversies and grievances of any type arising between the Board and the Union concerning the interpretation, operation, application or performance of the terms of this Agreement shall be undertaken in accordance with the procedures set forth below.

B. A grievance to be considered under this procedure must be initiated in writing on the grievance form shown in Appendix B of this Contract, within thirty (30) calendar days of its affecting the employee except regarding payroll matters when the grievance shall be submitted within five (5) days after the end of the month in which the pay dispute occurs.

C. Days when used in this Article shall mean work days for the bus drivers except during the period between the close of school in June and the opening of school in September when day shall mean day on which the district's business office is open.

D. Failure at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

E. Written grievances shall be filed by the Union Representative.

F. A grievance hearing shall be mandatory in Steps 1, 2, and 3 of this procedure if requested by either the Union or the Administrator at that Step.

G. The time limits set forth in the following Steps may be extended by mutual agreement, in writing, between the Board and the Union.

H. Nothing in this procedure shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted provided the adjustment is not inconsistent with the terms of

this Agreement and that the Union has been given the opportunity to be present at such adjustment to state its views.

Step 1:

The aggrieved employee shall submit his/her written grievance, as specified above, to the Transportation Coordinator. The Transportation Coordinator shall attempt to resolve the matter as quickly as possible, and shall submit a decision in writing to the employee and Union within five (5) workdays of receipt of the grievance.

Step 2:

If the grievance is not resolved to the Union's satisfaction at Step 1, not later than five (5) workdays after receipt of the Step 1 decision, the employee may appeal the decision to the Assistant Superintendent. The Assistant Superintendent shall review the grievance and render a decision, in writing, within five (5) workdays of receipt of the grievance. The Assistant Superintendent's decision shall be forwarded to the aggrieved employee and the Union.

Step 3:

If the grievance is not resolved to the Union's satisfaction at Step 2, not later than five (5) workdays after the Assistant Superintendent's decision, the aggrieved employee may appeal the decision to the Superintendent of Schools. The Superintendent shall review the grievance and render a decision in writing, within ten (10) workdays of receipt of the grievance. The Superintendent's decision shall be forwarded to both the aggrieved employee and the Union.

Step 4:

If the grievance is not resolved to the Union's satisfaction by the Superintendent's decision, not later than five (5) workdays after receipt of the Superintendent's decision, the Union may appeal the decision to the Board of Education. The appeal shall be submitted in writing through the Superintendent or his/her designee who shall attach all related papers and forward the request to the Board. The Board shall have the option of holding a hearing on the grievance. The Board shall review the grievance and render a decision in writing within thirty (30) calendar days of receipt of the grievance.

Step 5:

In the event the grievance is not satisfactorily settled by the Board, then both parties agree that within ten (10) calendar days either party may request the New Jersey State Public Employment Relations Commission to aid them in the selection of an arbitrator, according to the rules and regulations of that Commission, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

1. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions

pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

2. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their cases to the arbitrator, shall be shared equally by the Board and the Union.

I. It is understood that employees shall, during and notwithstanding the pending of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

J. The Union shall require its members to comply with the terms of this Agreement. The parties agree that the maintenance of a peaceable and constructive relationship, between them the employer and the employees, requires an establishment and cooperative use of the machinery provided for in this Contract for the discussion and determination of grievances and disputes, and that it would detract from this relationship if individual employees or groups of employees would either as individuals or groups seek to interpret or enforce the Contract on their own initiative or responsibility. No individual employee may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

#### **ARTICLE XIV** **WORKING CONDITIONS – DRIVERS**

- A. 1. The work year for all drivers shall be one hundred eighty-one (181) days and shall consist of those days on which the district's schools and/or the days on which other schools to which the district transports students are open for students. Drivers who are required to drive on more than one hundred eighty-one (181) days will be paid for the additional time at their regular daily or hourly rate.
2. When the student(s) on one or two student vans are going to be absent, the driver shall notify the Transportation Coordinator prior to 5:30 a.m. or as soon as the driver is notified by the parent. The driver shall work as a substitute that day if substitute work is available. When the calendar of a private school does not coincide with the district's calendar, the driver shall have the option of taking the day(s) off or substituting (if substitute work is available). The driver shall notify the Transportation Coordinator of his/her decision at least five (5) working days in advance.
- B. Employees shall be paid at their hourly rate, except for rate work schedule as per Article XXII.
- C. The minimum time assigned on a daily basis will be four (4) hours. In the event a run or four (4) hours requires less than four (4) hours, the driver shall be paid for four (4) hours but shall be available for other driving assignments when required.

- D. All drivers shall select packaged runs on a seniority basis on Thursday of the third full week in August for the forthcoming school year. Employees will be notified of the selection date not less than two (2) weeks prior to the selection date. Notification will be by mail to the employee's address of record. Runs will be posted for review three (3) days prior to the selection date. Posting for review and run selection shall occur in the same calendar week
- E. The notification letter will indicate the specific time assigned to the driver to select their runs on run selection day. The times shall be assigned based on seniority.

If a driver was hired prior to July 1, 2011, he/she is required to pick a 20+ hour run to maintain his/her benefits.

Selection for absent drivers shall be made by a driver designated by the absent driver. Any driver on Worker's Compensation that will prevent that driver from returning to work at the beginning of the school year will not be able to select a route during pick it. Upon returning to work full-time the driver will select a route equal in time to their last route selected in pick it. All drivers below will have to re-pick an existing route.

The T.W.U. President or his/her designee may be present to witness the picks.

- F. When and if additional work other than driving becomes available for transportation personnel, notice of such work will be posted by the Transportation Coordinator and each driver may apply for such work. Determination of added work assignments will be made by the Coordinator on the basis of ability and rotational seniority. In the event such work requires a particular expertise the Board may hire personnel from outside the bargaining unit.
- G. All temporary set-ups shall be made available to the drivers to bid in seniority rotation order in accordance with the terms of the following provisions:
- a. When a temporary vacancy becomes known, the Transportation Coordinator, or his/her designee, shall make one announcement in the a.m. on the first day of the posting and shall post the vacancy on the District Bulletin Board and in each driver's mailbox. Drivers who are interested in the vacancy shall sign the posting. Drivers out sick for three (3) days of a posting will be placed on the temporary vacancy list based on seniority. If the driver is present on the third day when the run is filled, he/she has a right of refusal if he/she is the most senior. If not present on the day the run is filled, he/she will not be considered. At the start of the third working day, the position shall be awarded to the senior driver who can increase their hours in accordance with this provision. Only the driver who is awarded the temporary set-up shall be charged with a

turn on the roster and shall not be available for another turn until all drivers have had a turn on the roster or no one bids.

1. When a regular driver notifies the Transportation Coordinator that he/she will be on a Board approved leave for a period exceeding three (3) weeks or fifteen (15) working days excluding Saturday and Sunday, a driver with less hours shall take the driver's entire package on a rotational seniority basis until the absent driver returns.

2. When a temporary set-up to longer driving time occurs as described in sub-sections above, the driver who claims the longer run will remain on the run until the absent driver returns. The run vacated by the driver who is awarded the temporary set-up will be filled by a regular driver with less hours until the vacant position is a four-hour position. This four-hour position will be filled by a substitute or rotating driver.

3. A driver with a mid-day run would be eligible to bid on vacant runs that do not include midday work even if the vacated run does not increase their total hours; also a driver may change from a full size bus to a van/mini-bus. This would not be considered a lateral move.

4. The positions which become vacant as a result of the transfers in sub-sections above, will be offered to the next senior driver who has less hours. Rotational seniority will be followed until either someone accepts the vacated position or all drivers have been offered the position.

5. When a temporary set-up to longer driving time occurs as described in subsections 1., 2., 3., or 4. above, the driver who claims the longer run will remain on the run until the absent driver returns. The run vacated by the driver who is awarded the temporary set-up will be filled by a regular driver with less hours until the vacant position is a four-hour position. This four hour position will be filled by a substitute or rotating driver.

6. If a six (6) run hours package, which includes three (3) consecutive runs in the a.m. and three (3) consecutive runs in the p.m. becomes available within the school year, the next senior most driver, even if they currently drive a six (6) hour run, which may include a mid-day run, would be eligible to bid. This would not be considered a lateral move as they would be upgrading their run to a more desirable route, i.e., from morning, mid-day, and p.m. to three (3) consecutive hours in the a.m. and three (3) consecutive hours in the p.m.

7. If a five (5) run hours package, which includes two (2) consecutive blocks of time, one in the a.m. and one in the p.m. becomes available within the school year, the next senior most driver, even if they currently drive a five (5) hour run, which may include a midday run, would be eligible to bid. This would not be considered a lateral move as they would be upgrading their run to a more desirable route, i.e., from morning, mid-day, and p.m., to two (2) consecutive blocks of time, one in the a.m. and one in the p.m.



8. The positions which become vacant as a result of the transfers in sub-sections 6 & 7 above will be offered to the next senior six or five hour driver (respectively) who has less than six or five (respectively) hours. Rotational seniority will be followed until either someone accepts the vacated position or all drivers have been offered the position.

H. 1. Five (5) separate rotational seniority rosters shall be maintained for all drivers for each of the following:

(1) Kindergarten, (2) Field Trips, (3) Out of State, (4) Athletics/After School Activities and (5) Weekend Trips. When insufficient drivers are signed-up, the Transportation Coordinator shall first seek volunteers for the excess field trips. When insufficient volunteers are available the Transportation Coordinator shall have the right to assign additional drivers to the extra runs on the basis of seniority and qualifications.

a. Selection of After-School Activity Runs will be by the season, (fall, winter, spring) with drivers picking a season in seniority order at the start of the school year. A second season selection will be picked after all other drivers on the roster have made a selection.

2. Drivers must sign up to have their name included on the rotational seniority roster. Drivers may add their name to or withdraw from the rotating seniority rosters at any time during the year; withdrawals are for the balance of the school year. Three (3) consecutive refusals or missed turns other than for medical reasons, critical illness of family member, or death in family will cause a driver's name to be removed from the rotational roster.

3. Based upon the needs of the district and financial considerations, all out-of-state trips may be sub-contracted. Should the district determine not to sub-contract any particular run, it will be offered to district drivers on the out-of-state trip rotational seniority list. Such work shall be paid at the driver's regular hourly rate for the first three (3) hours and at the contractual field trip rate for the remaining hours.

I. 1. All field trips and after-school runs shall be posted with the name of the assigned driver three (3) days prior to the date of the trip. Drivers will be assigned on the basis of the rotational seniority roster. Refusals shall count as a turn. Field trip notification received by the Transportation Coordinator on less than three (3) days notice will be assigned on the basis of the rotational seniority roster and posted as soon as possible.

2. Field trip notices shall be posted at the Transportation Office bulletin board.

3. All memos shall be posted at the Transportation Office bulletin board or given to drivers with their paychecks. Drivers on leave of absence will receive a copy of all memos by mail.

4. Drivers may request, and shall receive, toll and parking monies prior to the trip.
- J. In the event a field trip or after-school run is canceled after a driver has been assigned, the driver shall be offered the next available extra run. In the event the assigned driver is not notified of the cancellation prior to reporting for the run, the driver shall receive two (2) hours pay at the field trip rate.
- K. The Transportation Coordinator shall have the right to make additions to and deletions from assigned runs and assign or not assign first year drivers to extra runs.
- L. The training schedule for all drivers shall be as follows:
1. a.i: Orientation and Ride/Write Routes: Five (5) hours within one week of the start of school. Drivers will receive their route books at pick it and are aware that changes may occur, and will ride and verify the directions provided with the route book. Drivers will be paid the regular hourly rate for this five (5) hour day. Drivers will be responsible for writing the route for a substitute to read and turning in those directions with seating charts by September 15th of the school year.
  - a.ii: Orientation Meeting: Drivers will receive two (2) hours pay for mandatory attendance at the September orientation meeting as scheduled by the administration.
  - a.iii: Safety Meetings:
    - \* Drivers will receive up to a total of 10 hours per year for safety meetings.
    - \* Attendance is mandatory for safety meetings and will be monitored and kept on file.
    - \* Drivers are to submit a time sheet for the 30<sup>th</sup> of the month pay period of the month in which the Safety Meeting is held.
    - \* Drivers who do not attend a safety meeting may be disciplined and will not be compensated for the meeting.
    - \* Drivers who have called out sick on AESOP on a safety meeting date must arrange to meet with the coordinator to review topics which were discussed by the end of the month in which the meeting was held. If they do not, they will not be compensated for that meeting.
    - \* The safety meeting will commence at 10:15 am at a designated location and will be approximately 60 minutes in length.
    - \* Drivers will be given advance notice as to the safety meeting dates and must make all personal appointments accordingly.

1. b. Defensive driving: eight (8) hours every fourth year. New drivers are required to take the defensive driving course within the first year of employment, plus

any other training or school hours schedule for that year [excluding defensive driving twice in that year]. These hours shall be without additional compensation.

1. c. Four (4) hours of other training in all years except the defensive driving year. These hours shall be without additional compensation during the first year of employment.

1. d. These meetings will begin at 10:15 a.m.

1. e. One (1) 'Mock Run' Day shall be added during the last week before school opens. Employees shall be compensated at their hourly rate. Notice of the administratively scheduled 'Mock Run' Day shall be provided to the employees with their 'pick it' letter. Students shall not be present on this day, but drivers will drive full runs.

1. f. During each school year, all drivers shall be required to report for up to three [3], one and one-half [ $1\frac{1}{2}$ ] hour staff meetings or to complete mandated training exercises without additional compensation as scheduled by the administration.

2. In addition to the above, new employees must attend two (2) hours of assertive discipline training without additional compensation during the first year of employment.

3. The Board may require additional training sessions at which some or all unit members must attend. At least one-week notice will be provided of the training session. Employees shall be paid their hourly rate if required to attend.

- M. Drivers whose schedule requires work on days when the Manalapan-Englishtown Regional Schools are closed may take a personal day as long as arrangements for a substitute driver are completed prior to the personal day.
- N. In the event of a substantial change in any package, (i.e., one (1) or more hours, that package will be posted. Kindergarten runs that are created after the start of the school year will be posted in accordance with the provisions of Article IV.
- O. Employees will be paid at their regular hourly rate for court time when required to appear in court as a witness for the Board.
- P. All trips worked on Saturday or Sunday shall pay a minimum of three (3) hours at time and one-half [ $1.5x$ ] of the driver's regular hourly rate.
- Q. Drivers shall sign up for all summer work. Summer runs shall be bid in seniority rotation order similar to the pick. Any driver that signs up for summer work must be able to

complete the entire schedule. A list of substitute drivers will be used by management to fill routes for personal illness or approved absence.

R. The Board shall provide a method to clean buses in instances where a child gets sick on an in-district run and spills body fluids on a vehicle.

S. Buses will be assigned to runs at the discretion of the administration.

## **ARTICLE XV** **PROMOTIONS TO EXEMPT POSITIONS**

In the event that an employee now covered by this Agreement is promoted to an exempt position, the Board agrees that any person so promoted by the Board shall retain seniority in his previous position for twelve (12) months.

## **ARTICLE XVI** **SICK LEAVE**

Employees reporting sick leave or emergency personal leave [Article XIX:A] shall utilize the AESOP system to report their absence. Failure to do so may be grounds for discipline.

A.1. The Board shall grant to each bus driver ten (10) days of sick leave per year at their normal daily rate of pay. Employees hired after the start of the school year shall receive one (1) sick leave day per month of employment until the end of the school year.

A.2. The Board shall grant twelve (12) month mechanics (12) days of sick leave per year at their normal daily rate. Employees hired after the start of the school year shall receive one (1) sick leave day per month of employment until the end of the school year.

B. The number of unused days in any year shall be accumulated from year to year without limit, as long as the employee's employment with the Board is continuous. A record of sick leave accumulation shall be issued to the employee at the end of the fiscal year.

C. If an employee is injured during the course of employment, absence required by such injury as certified by a duly licensed physician pursuant to the Board's Worker's Compensation Coverage shall not be charged against the employee's accumulated sick leave.

D. Sick leave pay for van drivers will be determined on the basis of the average hours

worked during the preceding monthly pay period.

E. **Severance Pay:** Employees shall be eligible to convert all accumulated sick leave to severance pay under the following conditions:

1. Employees who resign must have been employed for a minimum of five (5) consecutive years in the district. Employees who retire must have been employed for a minimum of three (3) consecutive years in the district. Retire means qualify for a PERS pension. Employees hired after July 1, 2011 are eligible for severance pay only upon retirement.
2. The length of a day for each driver shall be determined by the average contracted daily hours assigned to the driver during her/his last three (3) years of employment.
3. The severance pay shall be calculated on the basis of one-half (1/2) the number of accumulated sick leave days at the time of retirement/resignation times the average number of hours calculated pursuant to 2. above, times the employee's hourly rate for his/her last year of employment.
4. The severance pay shall be paid by separate check within thirty (30) calendar days of retirement/resignation provided the notice is given by the first work day in January prior to retirement/resignation for budgetary purposes. Notification after the first workday in January will result in severance pay being paid by July 31st of the fiscal year following the retirement/resignation.
5. The maximum severance pay shall be \$6,750.

F. **Retirement Bonus:**

For employees who retire from Manalapan-Englishtown to receive P.E.R.S. pension benefits, the Board will provide additional payment for unused sick leave on the following basis:

- [1] During the employees' last three [3] years of employment, any sick leave claimed shall be deducted from that current year's allotment of sick time as opposed to the employee's accumulated sick leave bank, or from the two or three year accumulation if the employee utilizes more than ten [10] sick days in any one of the last three years. If an employee utilizes all current leave in any one or all three of the last three years of employment, sick time shall be deducted from the employee's accumulated sick leave bank.
- [2] Upon retirement, in addition to any payment for unused sick leave entitlement the employee may have under the E. **Severance Pay** clause of this contract, the Board will

pay the employee at his/her then current rate of pay, based on the employee's last year's number of hours per day, for each accumulated sick leave day remaining at the end of the three year period that were accumulated during that three year period, in addition to the **E. Severance Pay** entitlement.

The last three year's accumulation of days do not also count for payout under the provisions of **E. Severance Pay**, unless the employee utilizes more than one-half of the three year accumulation. In such case this provision shall not apply and the days shall be counted under **E. Severance Pay**.

For Example

- > in year 1 receives 10 sick days and uses 3
- > in year 2 receives 10 sick days and used 0
- > in year 3 receives 10 sick days and uses 5
- > at retirement, employee will be compensated for 22 days [30 – 8]

It is understood that these days shall not also count in the calculation for **E. Severance Pay** to which the employee may be entitled.

- [3] This payment shall be made on July 31<sup>st</sup> one [1] full year after the employee's retirement. [i.e. retire June 30, 2016, paid July 31, 2017]
- [4] Personal day usage during the last three years of employment shall be separate from this provision. Personal days will be deducted, if used, from the employee's current year allotment. At the end of each year any unused personal days shall accrue to the employee's accumulated sick bank.

**G. Attendance Incentive**

During the 2016-2017 school year, if the attendance of all regular unit members averages ninety-two and one-half percent [92½%] as calculated at the end of the school year, each regular unit member shall receive a one-time bonus payment in his/her June 30<sup>th</sup> pay check in the amount of \$225.00.

During the 2016-2017 school year, if the attendance of all regular unit members averages ninety-five percent [95%] as calculated at the end of the school year, each regular unit member shall receive a one-time bonus payment in his/her June 30<sup>th</sup> pay check in the amount of \$450.00.

In subsequent school years, commencing with 2017-2018, the bonus payment will only be made if the regular unit member attendance rate averages ninety-five percent [95%] or higher as calculated at the end of the school year.

**ARTICLE XVII**  
**MISCELLANEOUS**

- A. If any term, provision or conditions of this contract is held to be unlawful, illegal or in violation of law in a final judgment the parties will negotiate in an effort to agree upon suitable substitutions therefore.

Therefore, if any of the provisions of this Agreement are adjudicated to be illegal, unlawful, or in violation of any existing law or law enacted during the term of the Agreement, no other portion, provision or article of this Agreement shall be invalidated. Nor shall such adjudication relieve either of the parties hereto from their rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal or in violation of the law.

- B. The provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions, except that rates of pay for new classifications are bargainable. Therefore, the Board and the Union, for the lifetime of the Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless the Board and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.
- C. All drivers are prohibited from using personal cell phones, while driving, even if equipped with a hands-free device, during the course of their regular work day.

**ARTICLE XVIII**  
**SUBCONTRACTING**

The Board will negotiate with the Union prior to any subcontracting of unit work that would lead to the elimination of existing positions or changes in working conditions.

**ARTICLE XIX**  
**PERSONAL LEAVE**

- A. Leave of Absence with pay for personal, legal, business, household or family matters which require absence during working hours may be allowed on the following basis:
1. With respect to regular drivers, up to two (2) days per year.
  2. Application for approval of personal leave shall be made to the immediate supervisor on the form provided for such purpose at least one (1) week before taking such leave

(except in cases of emergency, where application shall be made as soon as possible after return to duty).

3. Personal leave days shall not be consecutive and shall not be taken at the beginning or end of an approved holiday period. Granting of days of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent or designee. Unused personal days shall accrue to an employee's sick leave bank as of the end of the school year.

4. In the case of critical illness in the immediate family a regular full-time employee may be granted up to a maximum five (5) days absence per occurrence with up to two (2) occurrences per year without loss of pay per year, provided that the Board receives medical certification that the illness is critical. The immediate family shall be defined as spouse, parent, child or sibling, or person residing in the same household.

5. In the case of death in the immediate family as defined below, employees shall be granted leave up to a maximum of seven (7) consecutive calendar days, per occurrence, following the death without loss of pay. Exceptions may be granted with the approval of the Superintendent or designee. The immediate family shall be defined as husband or wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren and grandparents and foster parents of the employee, or person residing in the same household.

6. In the case of death of a relative other than in the immediate family such leave shall be granted only for the purpose of attending the funeral.

- B. Employees who are required to serve on jury duty will receive their full salary during the period of such service upon receipt of verification as to the amount received for jury duty, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for the jury duty.
- C. The Board may grant leaves of absence, with or without pay, for good cause.
- D. Upon twenty-one (21) days prior written request to the Transportation Coordinator a driver may be granted an unpaid leave of absence for up to a maximum of five (5) consecutive work-days.

The granting of leaves under this section shall be contingent upon the availability of a qualified substitute as determined by the Superintendent of Schools. The final decision as the granting of such requested leave rests solely with the Board of Education.

Leaves under this section shall be limited to one driver at a time and shall be limited to



one driver per month between December 1<sup>st</sup> and March 31<sup>st</sup>.

A driver shall only be allowed to take this type of leave once every two years.

## ARTICLE XX UNION BUSINESS

- A. The Section Chairperson will be allowed time off as required for attendance at Local 225, Branch 4, Executive Board Meetings and for mutually scheduled grievance hearings and negotiations sessions. The Section Officers will be allowed time off, with no loss of pay, to attend mutually scheduled grievance hearings and negotiation sessions.
- B. Due consideration of the Board's work requirements shall be taken by the Union and not less than five (5) work days notice shall be given to the Board by the Union of the scheduling of a Local 225, Branch 4 meeting under this Article, except in unusual circumstances.
- C. Employees shall be granted an unpaid leave of absence for one or more years to serve as an elected officer of the Transport Workers Union of America AFL-CIO. Such leave will coincide with the applicable term or duty of the office held. The Board shall continue to pay the employee's wages and benefits and shall be reimbursed for salary by the Union. During such leave the Employee will continue to accrue seniority.
- D. The Section Chairperson shall be informed of all disciplinary action against any members of the bargaining unit.

## ARTICLE XXI SEVERANCE

In the event of layoffs anticipated to exceed three (3) months in length the parties shall reopen negotiations concerning the terms of separation including severance and fringe benefits.

## ARTICLE XXII EXTRA PAY RATES

### FUNCTION

Substitute Driver

### 2016-19

\$22.50 effective 7-1-16

Motor Vehicle Inspection; The driver's regular hourly rate. During the school year, (Sept.-June) each driver will take his/her vehicle unless a volunteer is available.

**Washing Buses:**

\$40.00 per bus summer cleaning rate

Minimum ten (10) bus sign up

Transportation Coordinator will specify the cleaning standards

Field Trips: Within New Jersey - The driver's regular hourly rate for the first three (3) hours and the rate listed below thereafter.

Outside New Jersey: - As per the limitations in Article XIV-I.3., the driver's regular hourly rate for the first three (3) hours and the rate listed below thereafter.

Rates for Field Trips: 2016-19  
\$19.00

Summer Driving: Effective with the close of the School year in June 1995, drivers will be paid the appropriate hourly rate for the function the driver is performing.

**ARTICLE XXIII**  
**WAGE RATES**

	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
A. 1. Drivers – Wage Rates:	\$28.00	\$28.70	\$29.35

Mid year hires shall be given a credit for a year of employment if they are on the payroll for at least one hundred (100) days.

Employees in their first year of employment will be paid one dollar (\$1.00) per hour less than the rate set forth above. Employees in their second year of employment shall be paid fifty cents (\$.50) per hour less than the rate set forth above.

A.2. Mechanics – Wage Rates:	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
	\$62,916	\$64,394	\$65,875
	\$56,124	\$57,443	\$58,764
	\$43,498	\$44,520	\$45,544

Note: Hourly rate to be determined by 2080 divisor.

A.3. All Mechanics will be paid a stipend of \$500.00 per school year for obtaining and maintaining their Air Conditioning Certification.

B. Longevity:

All employees shall be eligible for longevity payments as follows:

\$240.00 at the conclusion of ten (10) full years of service and at the conclusion of each year thereafter;

\$365.00 at the conclusion of fifteen (15) full years of service and at the conclusion of each year thereafter;

\$390.00 at the conclusion of twenty (20) full years of service and at the conclusion of each year thereafter;

\$415.00 at the conclusion of twenty five (25) full years of service and at the conclusion of each year thereafter;

Longevity payments shall be considered part of base salary and shall be paid on a pro-rated monthly basis with the employee's regular check. The above amounts are not accumulative.

C. Overtime:

All pay for extra work shall be paid twice a month on the 15th and 30th, provided the driver has timely submitted to the Transportation Coordinator a time sheet showing all extra work.

D. Permanent Rotating Drivers:

Hours will be guaranteed on a monthly basis at the rate of four (4) hours times the number of workdays in the month.

E. Payment for summer work shall be on the district pay days of each month.

F. When employees are called back to work in an emergent situation, they shall be guaranteed a minimum of one [1] hour of pay at their current pay rate.

**ARTICLE XXIV**  
**INSURANCE**

A. The Board will provide medical, surgical, major medical and outpatient insurance's through the School Employees Health Benefits Program.

B. The Board shall provide dental insurance coverage through the Delta Plan, Program2B/Ortho 3.

- C. The Board and the employee will pay the premium cost for employees and their dependents enrolled in the medical insurance programs, pursuant to the attached employee contribution chart.

The Board will provide the employee and dependent dental program at its cost as long as the District remains in the S.E.H.B.P. Should the District leave the S.E.H.B.P., premium contributions by the employee shall be based on the attached contribution chart.

- D. The Board will provide hospitalization, surgical, major medical coverage with up to full family benefits for all retirees with twenty-five (25) or more years of enrollment in PERS effective upon receipt of retirement or disability pension. Deferred retirements are not included. Such benefits will be governed by the School Employees Health Benefits Program.
- E. All employees shall be eligible for COBRA rights upon leaving the employ of the Board.
- F. Effective July 1, 2011, new employees are required to work a minimum of twenty-five (25) hours per week to qualify for insurance benefits.
- G. Employees shall contribute the State mandated amount towards health benefits or 1.50% of salary, whichever is greater. Said contribution shall be in addition to any other contribution required under this agreement.

## **ARTICLE XXV**

### **MECHANICS**

#### **A. HOURS OF WORK AND OVERTIME:**

1. For mechanics, eight (8) consecutive hours (exclusive of lunch) shall constitute one (1) workday; forty (40) hours shall constitute one (1) workweek. Holidays and paid sick days shall count in the computation of the forty (40) hours. For overtime computation purposes only, the workweek shall begin at 12:01 a.m. Monday.
2. All work performed in excess of eight (8) hours per day shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.
3. All work performed on the sixth work day in any work week in excess of forty (40) hours per week shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.
4. All work performed on Sunday in excess of forty (40) hours per week shall be compensated for at the rate of two (2) times the employee's regular hourly rate of pay.

5. All work performed on holidays when the schools are closed, in excess of forty (40) hours per week, shall be compensated for at the rate of two (2) times the employee's regular hourly rate of pay in addition to the holiday pay. The celebrated Holidays shall be the same as the other twelve-month blue-collar workers in the District.

With respect to the Veteran's Day and Lincoln Birthday holidays, effective July 1, 2013, these two [2] holidays shall be implemented as follows:

- > if school is regularly scheduled on these days, employees shall work these days and receive no in lieu of day for these days.
- > if school is closed for students on these days, employees shall have the day off with pay.

6. All monies due for overtime shall be paid in accordance with the payroll system in place at the time the overtime work occurs. Payment will be made not later than the month following the month in which the overtime occurred.

a. Employees shall be expected to work a reasonable amount of overtime, upon reasonable notice, provided the Board shall accept a reasonable excuse for non-availability.

b. It is understood that overtime is not guaranteed to any employee and any availability of such hours shall be determined by the employer.

7. The hourly rate of pay shall be computed to 1/2080 of the employee's annual base salary.

8. If an employee has completed his shift, leaves the premises and is called back to the school, he shall be guaranteed a minimum of two (2) hours' work at the applicable rate. This shall not apply, however, when the employee is called in for work prior to his regular shift and is scheduled to work up to his regular shift.

9. All employees will be required to receive an annual physical examination as prescribed by State Law and Board Policy.

10. In the event an employee does not wish an examination, test, or x-ray as prescribed in the Board Policy by the school physician or other designated party, the employee at their own cost, will have the requirements certified by a duly licensed physician to the Board.

11. a. The Board will provide protective clothing for mechanic personnel.

b. Employees will be required to wear appropriate OSHA approved safety shoes. On July 1, following six (6) continuous months of employment, each employee shall either be issued a pair of approved work shoes or a voucher for same.

c. Clothing will be issued on a twelve (12) month basis and one (1) pair of safety shoes will be provided on a twelve (12) month basis.

12. Employees will be required to attend training sessions each year without compensation. The training shall be provided within the district. The training may be spread over four (4) days. The training will be at a time that is adjacent to the employee's work shift. The training schedule shall be:

New Employees - maximum six [6] hours plus orientation.

Other Employees - maximum four [4] meetings not to exceed a maximum total of five [5] hours.

#### B. VACATION:

1. a. Twelve (12) month employees shall accrue vacation days at the rate of one (1) day for each full calendar month worked from the date of hire until June 30. The maximum accrual shall be ten (10) days. Partial months of employment will not count toward vacation accrual.

b. Vacation accrued during the period of employment between the date of hire and June 30 may be taken in accordance with the provisions of number 3 below after July 1.

c. Twelve-month employees who have completed one (1) full year of employment prior to June 30 of any year will receive two (2) weeks vacation.

2. Vacation eligibility beyond two (2) weeks shall be as follows:

a. Employees who have completed four (4) full years of employment prior to June 30 of any year will receive three (3) weeks vacation.

b. Employees who have completed seven (7) full years of employment prior to June 30 of any year will receive four (4) weeks vacation.

3. Provided the Board has not designated a district-wide vacation period(s) in the school calendar, vacations may be taken with the prior approval of the Superintendent, Business Administrator or designee from the last day of school through the beginning of the last two (2) full weeks of August except for two (2) weeks which may be taken at the December or Spring Holiday Breaks. No more than one (1) mechanic may be on vacation at the same time during the summer vacation periods unless the Board designates a district-wide summer vacation period. Conflicts shall be settled by seniority.

4. Employees who terminate their employment and who have not utilized vacation days to which they are otherwise entitled shall receive pay for such days.

5. Vacation days may not be carried over to succeeding school years with the exception of employees who are eligible for four (4) weeks vacation who may be permitted to carry over up to five (5) vacation days to the succeeding school year for good cause.
6. The Superintendent or his/her designee may permit exceptions to the provisions of number 3 above and allow vacations to be taken at other times. The Superintendent's decision on permitting or not permitting vacations at times other than those specified in number 3 shall be final and not subject to the grievance procedure herein.

#### C. LEAVES FOR MECHANICS:

1. The Board may grant leaves of absence, with or without pay, for good cause. Leave of absence with pay for personal, legal, business, household or family matters which require absence during working hours will be allowed on the following basis:
  - a. With respect to regular full-time employees (employees who are normally scheduled to work eight (8) hours per day), up to three (3) days per year. For new employees, leave days will be prorated from the date of hire until the following June 30<sup>th</sup> if the date of hire is after July 1<sup>st</sup>.
  - b. With, respect to part-time employees (employees who are normally scheduled to work less than eight (8) hours per day), up to three (3) days per year for a prorated number of hours determined by the number of hours they are normally scheduled to work per day. For example, a part-time ten (10) month employee who is normally scheduled to work four (4) hours per day will be allowed two (2) four-hour days per year.
  - c. Application for personal leave shall be made to the immediate supervisor on the form provided for such purpose at least one (1) week before taking such leave (except in the case of emergencies, where application shall be made as soon as possible after return to duty).
  - d. Personal leave days shall not be consecutive and shall not be taken at the beginning or end of an approved vacation period. Granting of the days of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent or designee.
  - e. In the case of critical illness in the immediate family (spouse, child, parent, and person permanently residing in the household) a regular full-time employee as defined in Section a. of this Article may be granted up to a maximum of five (5) days absence without loss of pay per year. A statement of critical illness signed by a physician will be required.

- f. In the case of death in the immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and foster and step parents of the employee and persons residing in the household) employees shall be granted leave up to a maximum of seven (7) consecutive calendar days per occurrence without loss of pay. Proof of death may be required.
- g. In the case of death of a relative other than in the immediate family, such leave shall be granted only for the purpose of attending the funeral.
- h. With respect to part-time employees as defined in b. of this Article, such employees may be granted up to a prorated maximum number of days absence without loss of pay based on the number of hours they are normally scheduled to work. For example, a part-time employee who is normally scheduled to work four (4) hours per day will be granted up to a maximum of five (5) four-hour days' absence without loss of pay.
- i. When any personal days are not used in one year they will be carried over as sick days the following year.

#### D. Jury Duty:

Employees who are required to serve on jury duty will receive their full salary during the period of such service upon receipt of verification as to the amount received equal to the compensation paid to them for such jury duty.

### **ARTICLE XXVI** **DRUG TESTING**

Any refusal to submit to alcohol breath testing or urinalysis drug testing as directed by supervisory personnel will be considered a refusal to test and an employee will be terminated from their safety sensitive position.

The party requesting the second test shall pay for the cost of split specimen testing.

Consequences of a Positive Drug Test: An employee whose drug test produces a positive result;

- 1. Shall not be permitted to drive a school vehicle or perform their safety sensitive duties.
- 2. Shall be terminated.



3. Shall be provided with the name of a Substance Abuse Professional (SAP) a person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow up testing and aftercare. The Board shall not be responsible for the cost of the SAP services.

Consequences of a Positive Alcohol Test Result: If the result of the confirmation test is .02 or greater, action by the employer is required.

Employer response to breath-testing results that show an alcohol concentration of .02 or greater are as follows:

1. Between .02 and .039, the employee shall be suspended from their safety sensitive position for a period of five (5) days.

2. If the tested employee's alcohol concentration is .04 or higher, he/she shall be terminated.

3. Shall be provided with the name of a Substance Abuse Professional (SAP) a person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow up testing and aftercare. The Board shall not be responsible for the cost of the SAP services.

All safety sensitive employees who have been off for a period of 90 consecutive calendar days and removed from the testing pool must successfully pass a pre-employment drug test prior to returning to work paid for by the Board. An applicant, or transferred employee, who has not commenced performing a safety sensitive function within 90 consecutive calendar days of the ME Board of Education's receipt of a negative test result for that individual, must successfully pass another pre-employment test before performing such safety sensitive functions.

Upon notification of selection for random testing, the employee will report to the designated collection center within one hour. Failure to report will be viewed as an attempt to avoid the tests or alter the results.

Employees will still have the right to voluntarily step forward to tell the Employer if they have a drug or alcohol problem and voluntary get help thru the Employee Assistance Program. However, this only applies prior to a positive test. A positive test after such voluntary program results in termination.

## **ARTICLE XXVII** **INCLEMENT WEATHER**

### **A. Mechanics:**

When schools are closed for inclement weather (snow, etc.) Bus Mechanics will report for duty to perform the tasks necessary to return the school to normal operations.

All personnel will be organized by the Director of Physical Plant and Facilities to complete snow removal as efficiently as possible.

Upon completion of tasks to restore the school system to normal operation on a snow day, as determined by the Director of Physical Plant and Facilities, the employees will be permitted to depart without loss of pay.

In the event the Bus Mechanics are required to remain at work beyond their regular eight (8) hour work day, they will be paid at time-and-one half for all work performed beyond eight hours for restoring the school system to normal operation (e.g. snow removal).

When schools are closed because of inclement weather, the starting time for Bus Mechanics shall be uniform throughout the District as determined by the Director of Physical Plant and Facilities.

**B. Bus Drivers:**

Drivers can sign up to move buses during snow emergencies. Such assignments shall be at the discretion of the Director of Plant and Facilities who will determine the number of employees required and the hours during which such activities shall take place. Positions will be awarded on a seniority basis. Assignment for this duty will not affect the Extra Work list.

Drivers will be paid their regular hourly rate for this work. There will be a three (3) hour minimum for drivers called in for such work. Drivers will be responsible for cleaning snow off buses and moving buses during plowing of the transportation facility.

Calls will be made by the Director of Plant and Facilities either the day before [in case of anticipated storms] or the morning of the storm.

**ARTICLE XXVIII**  
**SCHOOL SECURITY**

A. 1. Bus Mechanics shall be provided with keys to their work area and shall maintain secure possession of same during the work year.

2. Bus Drivers are provided with keys to their vehicles and shall maintain secure possession of same during the school day. The keys shall be returned to the Transportation Department at the end of each day.

3. Employees who lose keys may be charged for the replacement cost of the keys and may be charged with any costs with respect to the locks related to those keys.

B. 1. Employees will be issued a district identification badge. This badge shall be worn and must be visible at all times while in district buildings. This identification badge must remain in the secure possession of the employee who will return it to their Supervisor at the end of the school year unless permission to retain it during the summer is expressly granted by the Superintendent of Schools. Twelve (12) month employees shall retain the identification badge for the full year.

2. This badge will also be used by staff to gain entrance or to exit buildings at all designated locations. Inasmuch as this badge provides access to the District's buildings, the loss of the badge must be reported immediately to the Physical Plant Department.

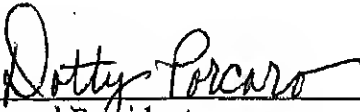
3. Employees may be responsible for the cost of the replacement badge and may be charged with any costs with respect to locking and access mechanisms related to the badges.

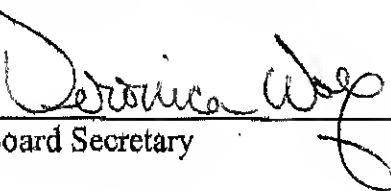
C. The badge and all keys are property of the School District and must be returned to the District at the termination of employment.

**ARTICLE XXIX**  
**DURATION**

- A. This Agreement shall be effective as of **July 1, 2016**, provided the Board receives notification in writing from the Union to the effect that this Agreement has been duly ratified, and shall continue in full force and effect until **June 30, 2019**, and it shall automatically be renewed from year to year thereafter, unless notification be given in writing by either party to the other by registered mail at least sixty (60) days prior to the expiration of this Agreement that changes in the Agreement are desired.
- B. IN WITNESS WHEREOF, we have hereunto set our respective hands and seals, the day and year first above written.

**MANALAPAN-ENGLISHTOWN  
BOARD OF EDUCATION**


  
\_\_\_\_\_  
Board President

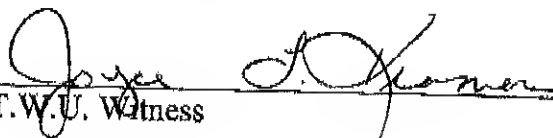
  
\_\_\_\_\_  
Board Secretary

and

**TRANSPORT WORKERS UNION OF AMERICA  
AFL-CIO LOCAL 225 BRANCH 4**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
T.W.U. Chairperson

  
\_\_\_\_\_  
T.W.U. Witness